



Home Point Financial Corporation  
11511 Luna Road  
Suite 200  
Farmers Branch, Texas 75234

5/14/2019

MATTHEW KACHMAR  
909 HARTFORD LN  
NORTH CHESTERFIELD VA 23236

Loan Number: 0000706428  
Property Address: 909 HARTFORD LN  
NORTH CHESTERFIELD VA 23236

Dear MATTHEW KACHMAR:

Thank you for contacting Home Point Financial ("Home Point") about your mortgage. Based on careful review of the information you provided, we are offering you an opportunity to enter into a trial period plan for the following program: FHA Standalone Partial Claim. This is the first step toward qualifying for a permanent loss mitigation retention option. If you satisfy all of the terms of the offer, successfully complete the trial period plan by making the required payments, and return a signed agreement, we will sign the agreement and permanently updated the terms of your loan.

#### ACT NOW – KEY STEPS

##### Step 1: Sign and Return the Executed Signature Page

- In order to accept this trial period plan, you must sign and return the signature page on this notice within 14 days.
- If you do not return this document within 14 days of this notice foreclosure proceedings may be started or continue.

##### Step 2: Make Your Trial Period Plan Payments

- To successfully complete the trial period plan, you must make the trial period plan payments below.

Trial Period Plan Payment	Amount Due	Due Date
FIRST*	1,171.64	6/1/19
SECOND	1,171.64	7/1/19
THIRD	1,171.64	8/1/19

\*If you submit your first trial period plan payment within 14 days of this notice, follow this schedule for your second and third trial period plan payments only.

We must receive each trial period plan payment in the month in which it is due. If we do not receive a trial period payment by the last day of the month in which it is due, this offer is revoked and we may refer your mortgage to foreclosure. If your mortgage has already been referred to foreclosure, foreclosure related expenses may have been incurred, foreclosure proceedings may continue, and a foreclosure sale may occur.

We reserve the right to revoke this offer or terminate the trial period plan following your acceptance if we learn of information that would make you ineligible for the trial period plan or permanent option. In this event, we may exercise any of the rights and remedies provided by the loan documents and applicable law. Your mortgage will not be modified or approved for any other retention options if you sold or transferred any interest in the property in violation of your mortgage loan documents.

#### **Your Next Steps**

- Call us or make your first trial period plan payment to stop the foreclosure process and begin your trial plan process.
- Make your trial period plan payments by their due dates.
- Remember that in addition to successfully completing your trial period plan payments, you must sign and return any permanent agreements.
- Trial plan payments must continue to be paid in accordance with the terms of the signed Trial Plan agreement until the permanent modification is completed.

#### **Loss Mitigation Program Review**

You were evaluated for loss mitigation options based on the eligibility requirements of the FHA and Ginnie Mae, the guarantor or owner, as applicable, of your mortgage.

Based on our review of the information you provided, although you are approved for the current trial period plan, we are unable to offer you the following loss mitigation options for the reasons described below:

- Program: Repayment Plan
- Reason for denial: We are unable to offer a Repayment Plan due to not having sufficient surplus to maintain an increased monthly payment.
- Program: Special Forbearance
- Reason for denial: We are unable to offer a Special Forbearance due to you are currently employed.

Additionally, due to your approval for the above-reference plan, you were not reviewed for the following loss mitigation options:

- Short Sale
- Deed-in-Lieu/Mortgage Release

#### **Right to Appeal**

Although you were approved for the program outlined above, you have the right to appeal any decision not to offer you any other loan modification trial period plan(s) described above. If you would like to appeal, you must contact us in writing within 14 days from the date of this notice and let us know that you are requesting an appeal of our decision. You must include the following in the appeal:

- your name,
- property address, and
- mortgage loan number

You may also specify the reasons for your appeal and provide any supporting documentation. Appeal requests or documentation received after the expiration of this period may not be considered. Your appeal must be sent to the following address: Home Point Financial Attn: Loss Mitigation Appeals 11511 Luna Road, Suite 200 Farmers Branch, TX 75234.

If you elect to appeal:

- We will provide you a written notice of our appeal decision within 30 calendar days of receiving your appeal. Our appeal decision is final and not subject to further appeal.
- If we determine on appeal that you are eligible for a trial period plan, we will send you an offer for that trial period plan. In that case, you will be given 14 calendar days from the date of the appeal decision to let us know that you intend to accept the trial period plan offer. If you are not eligible for a trial period plan offer and you do not bring your mortgage current by paying your total past due amount as described above, we may pursue foreclosure as authorized by your mortgage documents and applicable law.
- Any unpaid interest, and other unpaid amounts, such as escrows for taxes and insurance, will continue to accrue on your mortgage during the appeal.

The consumer reporting agencies contacted that provided information which may have influenced the decision in whole or in part were:

**Equifax Information Services LLC**  
P.O. Box 740256  
Atlanta, GA 30374  
Ph. 866-349-5191

**Experian**  
P.O. Box 4500  
Allen, Texas 75013  
Ph. 888-397-3742

**Transunion LLC**  
P.O. Box 1000  
Chester, PA 19016  
Ph. 800-888-4213

You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in the decision and is unable to supply specific reasons why your request for loss mitigation assistance was denied. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. Any questions regarding such information should be directed to Equifax Information Services LLC, Experian, and TransUnion LLC.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission  
Equal Credit Opportunity  
Washington, DC 20580

Counseling is available at no charge from HUD-approved counselors through the HOPE Hotline: 888-995-HOPE. This housing counseling on-demand service is available 24-hours a day/7-days a week in Spanish and English (other languages available on request). You may also visit [www.hud.gov/](http://www.hud.gov/).

Qualified Written Requests, Notifications of Error or Requests for Information concerning your loan must be directed to the following designed address: Home Point Financial 11511 Luna Road, Ste 200, Farmers Branch, TX 75234.

If you have questions, please contact us toll-free at (800) 686-2404, Monday through Friday, 7 a.m. to 7 p.m. Central Time or email us by registering your account on our website at [www.homepointfinancial.com](http://www.homepointfinancial.com) and selecting the My Account link.

Sincerely,

Home Point

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**NOTICE REGARDING DEBT DISCHARGED IN BANKRUPTCY** – If you have received a discharge of your personal liability in connection with the mortgage loan referenced in this notice, this notice is for informational purposes only and is not an attempt to collect a debt that has been discharged as the result of a bankruptcy proceeding. You no longer have any personal liability in connection with this mortgage loan and nothing in this notice is intended to state or imply otherwise. This notice is being sent with respect to our lien rights against the mortgaged property, including the right to foreclose the mortgage property. If you wish to retain your property, you may pay the amount due under the loan. Failure to make such payments to retain your property may only result in our exercising any lien rights against the mortgaged property and will not result in any personal liability to you.

**NOTICE REGARDING THE BANKRUPTCY AUTOMATIC STAY** – This notice is for informational purposes only and is not an attempt to collect a debt in violation of the bankruptcy automatic stay. If you are in an active bankruptcy, your loan will be administered in your bankruptcy case. You have no affirmative obligation to respond to this notice, but we do ask that you provide us with your bankruptcy case number, chapter, jurisdiction and attorney's name and phone number so we may properly code your account to reflect your active bankruptcy case status.

**For customers located in California:**

Upon written request to Home Point, we will provide you with additional documentation supporting the denial decision.

**For customers located in Maine:**

Maine state law provides that the consumer shall have the right to inspect and receive a copy of any consumer report by contacting the credit reporting agency.

**For customers located in Ohio:**

The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**For customers located in Washington:**

Washington state law against discrimination also prohibits discrimination in credit transactions because of race, creed, color, national origin, sex, marital status or the presence of any sensory, mental or physical handicap of any person. The Washington State Human Rights Commission administers compliance with this particular state law.

## TRIAL PERIOD PLAN SIGNATURE PAGE

YOU MUST SIGN AND RETURN THIS PAGE TO THE ADDRESS BELOW TO CONFIRM THAT YOU ACCEPT THE OFFER TO PARTICIPATE IN THE ABOVE REFERENCED PROGRAM.

Customer Name(s): MATTHEW KACHMAR

Loan Number: 0000706428

**Please sign and return this page to:**

Home Point Financial  
Attn: Loss Mitigation  
11511 Luna Road, Ste 200  
Farmers Branch, TX 75234

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**Q3. What if I need further assistance?**

- Please contact us anytime at (800) 686-2404, especially if you experience another event that may prevent you from making your mortgage payment.
- For a list of HUD-approved housing counseling agencies that can provide foreclosure prevention information, contact one of the following federal government agencies:
  - The U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or [www.hud.gov/counseling](http://www.hud.gov/counseling)
  - The Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or [www.consumerfinance.gov/mortgagehelp](http://www.consumerfinance.gov/mortgagehelp)
  - If you need assistance with translation or other language assistance, HUD-approved housing counseling agencies may be able to assist you. These services are provided without charge.

**Q4. Why do I need to contact you within 14 days?**

- It is important to contact us within 14 days of the date of this letter. If your mortgage has already been, or is about to be, referred to foreclosure, contacting us will stop the foreclosure process. You can also stop the foreclosure process by sending the first trial period plan payment within 14 days of the date of this letter, which is earlier than the due date for the first trial period plan payment in Step 2.
- If your mortgage has already been referred to foreclosure, a foreclosure sale may occur if you do not contact us or send the first trial period plan payment within 14 days of the date of this letter.
- You may also incur additional expenses related to foreclosure if you do not contact us or send the first trial period plan payment within 14 days of the date of this letter.

**Q5. Can I still receive a permanent option if I do not contact you or send the first trial period plan payment within 14 days?**

- Yes, except in the limited circumstances where a foreclosure sale occurs before the due date of the first trial period plan payment. However, you must make each of the trial period plan payments on time and then sign the final agreement as required in Steps 2 and 3.

**Q6. What if I acquired an ownership interest in the property, such as through death, divorce, or legal separation?**

- You should contact us as soon as possible. We are here to help you adjust to these events and provide you with information on where to send the mortgage payments. Please contact us to obtain a list of documentation that is needed to confirm your identity and ownership interest in the property, and to discuss next steps.

**Additional Trial Period Plan Information and Legal Notices**

**We will not refer your loan to foreclosure or proceed to foreclosure sale during the trial period plan if you are complying with the terms of the trial period plan:**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you do not follow the terms of the plan or do not qualify for a permanent option.
- We will hold the trial period plan payments in an account until sufficient funds are in the account to pay your oldest past due monthly payment. Unless required by applicable law, there will be no interest paid on the funds in the account and any funds in the account at the end of the trial period plan will be deducted from the amount that will be added to your principal balance.
- Our acceptance of your payments during the trial period plan does not waive our right to require immediate payment in full of all amounts you owe on your mortgage, including the right to resume or continue foreclosure action, if you fail to comply with the terms of the plan. Entering a trial period plan does not mean that your mortgage will be considered current, unless your payments under the plan completely resolve all past due amounts.

**Your current mortgage documents remain in effect; however, you are permitted to make the trial period plan payment instead of the current monthly payment required under your mortgage documents:**

- All the terms of your current mortgage documents remain in effect during the trial period plan. Nothing in the trial period plan shall be understood to be a satisfaction or release in whole or in part of your obligations contained in the mortgage documents.

**Please send your trial period payments to:**

Home Point Financial  
P.O. Box 790309  
St. Louis, MO 63179-0309

If you cannot afford the trial period plan payments described above but want to remain in your home, or if you have decided to leave your home, please contact us immediately to discuss additional foreclosure prevention options that may be available.

**Step 3: Sign and Return the Agreement** – Your updated terms will take effect only after:

- You have signed and submitted your agreement (which we will send you near the completion of the trial period plan);
- We have signed the agreement and returned a copy to you upon completion of the trial period plan and your account meeting all other requirements; **AND**
- The effective date set forth in the agreement has occurred.

**PROPOSED TERMS**

The table below compares your current mortgage terms to the estimated terms of the proposed agreement.

	Current Terms	Terms of the Proposed Agreement
Payment*	1,171.64	1,171.64
Interest Rate	3.75%	3.75%
Term	331	331
Maturity Date	8/1/2046	8/1/2046
Partial Claim Amount (if applicable)	0.00	\$7,040.55

\*Payment includes principal, interest, and escrow payment, if applicable. For more information on the estimated payment amount, review the **Frequently Asked Questions**.

**What Else Do You Need to Know?**

- The terms of your existing note and mortgage remain in effect until the mortgage is updated to the permanent terms. However, while you are making your monthly trial period plan payments and otherwise remain in compliance with this trial period plan, foreclosure proceedings will not start or continue.
- There are no processing fees.
- If a permanent option is completed, we will waive all unpaid late charges.
- There are no penalties for paying more than the amount due or for paying off the mortgage early.

**FREQUENTLY ASKED QUESTIONS**

**Q1. What is a trial period plan?**

- A trial period plan is a temporary payment relief period that allows you to demonstrate that you can consistently manage the proposed mortgage payment.

**Q2. How will a trial period plan impact my credit?**

- A trial period plan may result in your credit score being adversely affected. Credit reporting agencies generally consider the entry into a trial period plan as an increased credit risk. Please note, however, that continued delinquency, including a foreclosure, would have a more negative impact to your credit score.
- We will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a trial period plan in accordance with applicable law.
- If you complete your trial plan and execute the permanent agreement, you will be considered current on your mortgage and your credit score may improve so long as you make your payments on time.
- For more information about your credit score, go to: <https://www.consumerfinance.gov/consumer-tools/credit-reports-and-scores/>